

Oskaloosa CSD

Oskaloosa EA

7/1/2006 6/30/2007

**AGREEMENT**

**OSKALOOSA EDUCATION ASSOCIATION**

**AND**

**OSKALOOSA BOARD OF DIRECTORS**

**2006 – 2007 YEAR**

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## **MASTER CONTRACT**

### **ARTICLE I: PREAMBLE**

Whereas, the Board and the Association recognize and declare that providing a quality education for the students of the Oskaloosa Community School District is their mutual desire and that the character of such education depends predominately upon the quality and morale of the teaching service it shall be the mutual aim of the parties to this agreement to improve conditions for the benefit of the employees as required under the express provisions of this agreement.

Whereas, the Board and the Association have agreed to negotiate in good faith with each other, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

### **ARTICLE II: RECOGNITION**

The Board of Directors of the Oskaloosa School District, hereinafter referred to as the "Board" recognizes the Oskaloosa Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiation agent for all professional certified employees except the Superintendent, Principals, Vice-Principals, Business Manager, Supervisor of Instruction, Athletic Director, substitute teachers, teachers aides, and all non-professional employees and others excluded by Section 4 of the Iowa Public Employment Relations Act of 1974.

The term "employees" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

### **ARTICLE III: GRIEVANCE PROCEDURE**

#### **A. Definition**

##### **1. Grievance**

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, of misapplication of any provision of this agreement.

##### **2. Aggrieved Party**

An aggrieved party is the person or persons or the Association making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

2. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the employee staff.

3. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

4. Grievance Levels

a. Level One - Principal or Immediate Supervisor (Informal)

Within ten (10) school days of the occurrence of the event, the aggrieved party shall first discuss the grievance with his principal or immediate supervisor with the objective of resolving the matter informally. During this meeting the aggrieved party should indicate dissatisfaction with the solution and indicate the possibility of a grievance.

b. Level Two - Principal (Formal)

Within ten (10) school days of the conference on the grievance, if, as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved party may invoke the formal grievance procedure through the Association on the form set forth in Schedule 1. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his designee.

The appropriate principal or immediate supervisor shall indicate his disposition and reasons therefore of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved party is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to level three, within five (5) school days of the disposition or of the end of the disposition period.

c. Level Three - Superintendent

1. The superintendent or his designee shall meet with the aggrieved party within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.
2. If the aggrieved party is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within ten (10) school days of receipt of said grievance the aggrieved party may proceed to level four.

3. To proceed to Level 4 the Association shall submit the grievance to arbitration by notifying the superintendent in writing of the submission. The written notification must be filed with the superintendent within 10 school days of receipt of the superintendent's disposition or within 20 school days of when the grievance was submitted to the superintendent if no disposition has been made.

d. Level Four - Arbitration

Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the American Arbitration Association or PERB by either party. The list shall consist of seven arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days and each of the two parties shall alternately strike at least one name from the panel a day until only one shall remain.

e. The arbitrator so selected shall confer with the representatives of the Superintendent or his designee(s) and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived then from the date of the final statements and proofs on the issues that are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be binding on both parties.

f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.



D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved party may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels beyond level one as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this agreement.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by the reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C4d on arbitration.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

#### ARTICLE IV: DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assessment shall be as set forth in schedule 2. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction. Authorization cards must be delivered to the Board by the 24th day of the month.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve (12) months, beginning in October and ending in September of each year. The definition of dues shall not include initiation fees, special assessments, back dues, fines, or similar items.

C. Pro-Rated Deduction

Employees who begin dues deduction after October shall have the total dues pro-rated on the basis of the remaining pay periods through September.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and Association.

E. The Association shall transmit to the Board by the 24th day of each month the total amount of dues to be withheld and a listing of the employees for whom deduction shall be made.

F. Transmission of Dues

The Board shall transmit to the local Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the employees for whom deduction was made.

G. The Association agrees to indemnify and hold harmless the Board, each individual Board Member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

## ARTICLE V: SICK LEAVE

### A. Accumulative Benefits

Employees shall be granted leave of absence for personal illness, with full pay at the rate of ten days for the first year, eleven days the second year, twelve days for the third year, thirteen days for the fourth year, fourteen days for the fifth year, fifteen days for the sixth year and every year thereafter. The date that an employee may begin to use sick leave shall be the first day of the first contract year. Unused sick leave days shall be accumulative from year to year, with a maximum of 120 days. If an employee is on an extended contract he shall be entitled to one additional sick leave day for each unit of 20 additional working days beyond the normal contract.

### B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than the first pay day in October of each school year. Employees may request the number of remaining sick leave days on their account at any time.

### C. Extended Leave

An employee who is unable to work because of personal illness or disability, shall be granted a leave of absence, without pay, for the duration of such illness or disability to the end of the contract year. Fringe benefits will be continued to the end of the contract year. The leave without benefits may be renewed each year to a maximum of two additional years. Upon return the employee shall be placed on the step for which he is eligible.

### D. Unit of Usage

The minimum unit of usage of sick leave shall be one-half day.

### E. Evidence of Illness

The Board may require a physician's statement confirming the necessary use of sick leave.

### F. Job Related Illness or Injury

An employee injured in the course of his assigned duties and acting pursuant to Board policy, and who, because of his injury reduces his sick leave below ten (10) days shall be granted ten (10) days or a fraction thereof to guarantee him at least ten (10) days upon return to work.

G. Part-time Employee

1. Part-time employees will accrue current days of sick leave in direct proportion to the amount of time employed. Example: a half-time employee will accrue five (5) days of sick leave per year and will accrue to an equivalent of sixty (60) days. Sick leave will be calculated only on 1/5, 2/5, 1/2, 3/5, 4/5 and full time basis.

**ARTICLE VI: TEMPORARY LEAVES OF ABSENCE**

A. Personal

Each employee shall be allowed a total of two days of personal leave per year for any reason without loss of salary, if a substitute is available to take that employee's place. Such days shall be used to extend a vacation only when circumstances beyond the control of the employee prevail. Such days shall not be used for the first or last day of school as defined by the students' school year. Such absence for leave days will be granted with the permission of the Superintendent or his/her designated representative provided the requests have been made at least five days in advance of the intended absence except in the case of emergency when immediate leave may be granted. Employees who do not expend all of their personal leave days during the school year, shall either:

1. At the end of the school year the employee may be reimbursed for up to two (2) days not used at the rate in force for compensating substitute teachers during that contract year. Only two (2) unused days may be paid to an employee in any one year.
2. Carry over two (2) unused day to the following school year for a maximum of four (4) in a given year. An employee may choose to be paid for one day and carry over another day.

B. Family Illness

In the case of illness of the spouse, children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any other person living in the household with the employee, the employee shall be granted paid leave for up to twelve (12) days per school year. Should an employee have a need for additional days in any school year, that employee may appeal to the Superintendent for an extension of this leave. Upon use, all such leave shall be deducted from the employee's sick leave. This leave is non-accumulative and will be granted with the permission of the Superintendent.

C. Family Medical Leave

Employees shall be entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract, nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

D. Death in Immediate Family

In the case of the death of the spouse, children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and others living in the household with the employee, the employee shall be granted permission to be absent from duty by the Superintendent or his designated representative for as many days, not to exceed five for each death, for attendance at the funeral and for any other purposes directly arising out of the said death, and no deduction of pay shall be made for the days of absence so granted.

E. Funerals

In the event of the death of any other relative or person of unusually close personal relationship, one day of absence shall be allowed without loss of pay for attendance at each funeral. The Superintendent or his designated representative shall have the authority to extend the above provisions in any specific instance, after the personal leave has been exhausted. (Not subject to grievance). The request shall list the name and address of the deceased and the location of the funeral.

F. Professional Purposes

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent. Permission should be obtained in advance using written forms provided by the Board. Such professional meeting leave is provided as seems necessary and desirable with expenses usually paid by the Board. Expenses shall not be paid for educational meetings after the employee has indicated either verbally or in writing that said employee is leaving the district. Those meetings necessary to conduct the business of the school shall be reimbursable.

G. Jury Duty/Court Subpoena

Any employee called for jury duty or court subpoena or who is required to appear in any school administrative proceedings during school hours shall be provided such time with full pay. Any fees or remuneration the employee receives during such leave shall be turned over to the school system.

H. Association

Up to 30 normal days with pay shall be available to the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organization. When a substitute is hired, the Association will pay this cost.

I. Good Cause

This leave shall be granted for extension of Family Illness Leave or for acts of God, after Personal Leave days are exhausted or when Personal Leave days are not permitted. This leave shall not be used to extend an existing leave except for Family Illness. The cost of a substitute shall be deducted from the employee's pay for each day the leave is granted. In no event will more than 6 days of leave be granted per contract year per employee.

J. Temporary Leave Without Pay

Leave without pay may be granted in writing by the Superintendent in his sole discretion after personal leave has been exhausted.

K. School Business

Employees may be excused from their duties at full pay for matters deemed to be school business by the Superintendent. Permission should be obtained in advance in writing for such leave.

**ARTICLE VII: EXTENDED LEAVES**

A. Family Illness

A leave of absence without pay to the end of the contract year may be granted for the purpose of caring for a seriously sick or injured member of the employee's immediate family. Serious illness or injury shall be defined as illness jeopardizing someone's life. An additional 1 year leave may be granted at the discretion of the Board. Upon return from such leave, an employee shall be placed at the step on the salary schedule for which he is eligible. No fringe benefits shall accrue during such period. The employee may at the employee's expense continue to participate in the group insurance program.

B. Public Office

A leave of absence without pay not to exceed 2 contract years may be granted to any employee, upon application, for the purpose of serving in a state or national public office. Upon return from such leave, an employee shall be placed at the step on the salary schedule for which he is eligible. No fringe benefits shall accrue during such period.

C. Association

A leave of absence without pay for up to 2 contract years may be granted to an employee for the purpose of serving as an elective officer of the state or national association. Upon return from such leave, the employee will be placed at the step on the salary schedule for which he is eligible. No fringe benefits shall accrue during the period. The employee may, at the employee's expense, continue to participate in the group insurance program.

D. Outside Teaching

A leave of absence without pay may be granted for up to 2 contract years for an employee who joins VISTA, or the National Teacher Corps., or who serves as a teacher in an overseas program or institution. Upon return from such leave, the employee shall be placed on the salary schedule at the step for which he is eligible. No fringe benefits shall accrue during such period.

E. Military

A leave of absence for military purposes shall be as stated in 29A.28 Code of Iowa. The employee may, at the employee's expense, continue to participate in the group insurance program.

F. Good Cause

Other extended leaves of absence without pay may be granted for a specific cause by the Superintendent. The employee, may at the employee's expense, continue to participate in the group insurance program.

## **ARTICLE VIII: SABBATICAL LEAVES**

A. Purpose

A sabbatical leave may be granted to an employee by the Board for study, including study in another area of specification, for travel, or for other reasons of value to the school system.

B. Condition

1. Sabbatical leave may be granted for either one or two semesters, or one, two or three trimesters.
2. An employee must have completed seven (7) consecutive full school years as a regularly appointed employee in the District before he is eligible to request sabbatical leave.
3. Written requests for sabbatical leave shall be made in such form as the Superintendent may prescribe and shall be submitted not later than May 1 prior to the school year for which a sabbatical leave is requested. The Board shall consider each request as to how it will affect the quality of the educational program during the absence and as to whether a desirable substitute can be found. If a request is refused one year, it would be granted the following year.

4. Action by the Board shall be taken on all such requests at the next regularly scheduled Board Meeting.
5. An employee on sabbatical leave will receive no salary from the Board. No other benefits (sick leave, etc.) shall accrue while the employee is on sabbatical leave. The employee may, at his expense, continue to participate in the group insurance program.
6. Upon return, the employee shall be placed on the step for which he is eligible.
7. During the period of sabbatical leave, an employee may engage in remuneration employment and may accept grants or fellowships.

## **ARTICLE IX: BASIC EMPLOYMENT CONDITIONS**

### **A. Employee Work Year**

#### **1. Regular Contract**

The in-school work year for employees shall be 186 days of which 180 days shall be days of teaching or pupil contact. The six days shall be in-service or work days immediately before and after, and during the 180 teaching days.

#### **2. Extended Contract**

For employees whose contract exceeds 186 days, the contract year shall be described in the individual contract.

#### **3. Holidays**

Holidays on which employees shall not be required to perform duties shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### **4. Non-Attendance**

Employees shall not be required to perform duties on days designated as vacation days for students.

#### **5. Emergency**

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.

#### **6. Board Calendar**

The Association may make recommendations to the Board concerning the school calendar with final determination by the Board.



B. Employee Hours and Load

1. Length of the Work Day

The total in-school workday shall consist of not more than seven (7) hours and forty (40) minutes, except on days' on which faculty meetings are scheduled as outlined in section 7 and 8.

2. Dismissal Time

On Fridays or on days preceding holidays or vacations, the employees' day shall end at the close of the pupils' day except on the last day of school.

3. Preparation Time

In the pupils' day employees shall, in addition to the thirty (30) minutes lunch period, have daily preparation time during which they shall not be assigned any other duties as follows:

- a. Elementary School - average 40 minutes per day
- b. Junior High School - a regular class period
- c. Senior High School - a regular class period

4. Teaching Stations

Regular classroom employees in the junior and senior high schools shall not be required to change subject area teaching stations more than three (3) time during the school day, except if office space is provided.

5. Lunch Periods

Employees shall have a daily, uninterrupted, duty-free lunch period of at least 30 minutes.

6. Leaving the Building

Employees may leave the building without requesting permission during their scheduled duty-free lunch periods, and by signing out with destination noted during their preparation time.

7. Meetings

Employees may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings one (1) day each week. Such meetings shall begin no earlier than forty-five (45) minutes before the pupil day and no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school.

8. Evening Meetings

Employees may be required to attend no more than 4 evening assignments or meetings each school year without additional compensation.

C. Health Provisions

1. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within thirty days of initial employment attesting to the employee's physical fitness. If the employee cannot meet the limit of thirty days, he shall show evidence of a doctor's appointment. The cost of such examination shall rest with the employee. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirements.

## ARTICLE X: SAFE SCHOOLS

### A. Protection of Employees, Students and Property

#### 1. Assault on an Employee

The following provisions shall apply when any employee is assaulted during the pursuit of or as the result of his/her duties.

##### a. Reporting Assaults

An employee shall immediately report cases of assault suffered by him/her in connection with his/her employment to his/her principal or other immediate supervisor. The employee may also report the incident to law enforcement. Notification of such reports shall be immediately forwarded Superintendent by the principal or other immediate supervisor. The Superintendent, or his/her designee shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident except for those records required by law to be kept confidential and shall act in appropriate ways as liaison between the employee, the police, and the courts.

##### b. Legal Assistance

When requested, the Board may at its discretion give support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties pursuant to Board policy. When the Board provides such assistance it shall be done equitably.

##### c. Legal Action Against an Employee

Whenever any legal action is brought against an employee resulting from the performance of assigned duties or pursuant to Board policy, the Board shall provide the employee with defense and indemnification. This provision shall be limited to civil actions which are within the scope of the Board's liability insurance policy. Any indemnification of an employee for punitive and exemplary damages shall be excluded.

#### 2. Bomb Threats

By September 30th of every year, each employee shall be notified of the location of the District's Crisis Plan in their building.

No employee shall be required to search for a bomb.

3. Use of Reasonable Force

An employee may, within the scope of his/her employment or pursuant to Board policy, use and apply such amount of force as is reasonable and necessary to quell a disturbance, to prevent physical injury to self and others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and/or for the protection of persons and/or property. However, no bargaining unit member will be required to disarm a student or other person, to search a student or other person for a weapon, or to confront a student or other person suspected or known to be armed.

4. Safe Place of Employment

The employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, equipment or conditions and to report the same to their immediate supervisors.

5. Reimbursement for Personal Property

The Board shall reimburse employees for the loss of any clothing or other personal property damaged or destroyed while employee was acting in the discharge of his duties within the scope of his employment and pursuant to Board policy. Such claims shall be limited to items not covered by personal insurance and to a limit of \$250.

B. Student Discipline

The Board recognizes its responsibility to give reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom.

## **ARTICLE XI: TRANSFERS**

A. Definitions

1. Transfer

The movement of an employee to a different grade level, subject area, or building shall be considered a transfer. A voluntary transfer is a transfer requested by the employee. An involuntary transfer is a transfer not initiated by the employee's request.

2. Vacancy

A vacancy is any position that an employee leaves for reason of long term or extended leave, staff reduction, resignation, termination, transfer, or other cause, which partially or entirely remains in existence within the District; or when a new position is created by the District.

B. Voluntary Transfers

1. Date

Within five (5) working days of knowledge of vacancies, the Superintendent shall deliver to the Association and post in all school buildings a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least ten (10) working days to allow an employee who has not previously filed a written statement of a desire for transfer to request a voluntary transfer to said vacancy.

2. Filing Requests

An employee who desires a change in grade and/or subject or who desires to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade(s) and/or subject(s) to which the employee desires to be transferred, in order of preference. Such general requests for transfers for the following year shall be submitted not later than May 1 of the current contract year.

3. Posting

Upon request, the Superintendent shall provide to the Association a list of all employees who have been transferred and the nature of such transfer.

C. Involuntary Transfer

1. Notice

Notice of involuntary transfer shall be given in writing to the affected employee with a copy to the Association as soon as practical and in no case later than May 1.

2. Hearing

An involuntary transfer shall be made only after an employee has had an opportunity of a hearing with an Association representative being present, at the employee's request and notification, before the Superintendent and the principal(s) involved.

3. Priority in Reassignment

Any employee who was involuntarily transferred shall have the first opportunity to transfer back to the former position if it becomes vacant.

**ARTICLE XII: PROCEDURE FOR STAFF REDUCTION**

A. Decision

1. The Board shall determine (1) when a reduction of staff is necessary and (2) the category(ies) (grade levels and subject areas) where the reduction will occur. The categories (grade levels and subject areas) are as follows:

Grades Kdg.-5 & Transition	Math 6-12	Foreign Language
P.E. K-5	English 6-12	Nurses
P.E. 6-12	Science 6-12	TUG
Art K-5	Social Studies 6-12	Health 6-12
Art 6-12	Home Economics 6-12	Special Education K-5
Music K-5	Industrial Arts 6-12	Special Education 6-12
Music 6-12	Business Ed. 6-12	Reading Recovery
Band K-5	Driver Education	Dean of Students
Band 6-12	Vocational Agriculture	School-Within-A-School
Orchestra K-5	Guidance	Library
Orchestra 6-12	Chapter I	Alternative School
English as a Second Language	Student Success Coord.	

2. Employees will be placed in all categories in which the employee has taught in the district within the past fourteen (14) years. An employee will be determined to have taught in a category if he/she has taught at least one (1) trimester or semester in that category in a regular teaching assignment within a regular school year.

3. When an employee is hired for a position that does not fall within one of the categories established in A. 1. of this Article, the Superintendent shall create a temporary category for the employee with the written consent of the President of the Association. During the next session of negotiations, the District and the Association will mutually agree on an appropriate category to be placed in the contract.

B. Seniority

1. For the purpose of this Article, seniority will be calculated in the following manner:
  - a. Employees hired for the school year 1982-83 and before:
    - (1) Each year of continuous employment in the district shall count as one (1) year.
    - (2) For the purposes of this Article, a year of teaching shall mean employment of the teacher for ninety (90) or more consecutive school days in each school year.
  - b. Employees hired for the school year 1983-84 and after:
    - (1) Seniority will begin to accrue from the employee's most recent date of hire in the district.
    - (2) For the purposes of this Article, date of hire will mean the most recent date on which the Board officially takes action to employ the employee. (Most recent date does not mean the date of signing a continuing contract).
2. Extended leaves of absence do not interrupt continuous service, but are not counted in computing seniority.
3. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.
4. On or about September 30th of each school year the Superintendent will post in each building and provide the Association with a list showing the seniority of each employee employed by the Board under this contract and their category(ies). Employees shall have fifteen (15) school days to raise objections as to their placement on the list and their category(ies). Any objections not received by the Superintendent within said period are waived until the time of the next posting. All objections will be processed through the grievance procedure, commencing with level 3 (Superintendent). A revised list shall be posted in each building and provided to the Association within fifteen (15) days of the settling of the last objection.

5. The Superintendent or his/her designee, with the express written approval of the Association, may add categories to the Seniority List when a position is created by the Board which does not correspond to the categories as listed under A.1. of this Article.

C. Order

1. Whenever a reduction of staff is deemed necessary by the Board, the Board shall attempt to accomplish same by attrition of employees within the category(ies) where the reduction(s) is to be made.
2. In the event that the necessary reduction(s) cannot be adequately accomplished under Paragraph C1, contract renewals will be given to the employee(s) with the greater seniority in the category(ies) as defined under Section A.
3. An employee selected for staff reduction may displace the least senior employee in another category for which he or she is certified and listed as defined in Section A and C2. If the employee chooses to exercise this right, the employee must notify the Superintendent or his designee in writing of such intention within two (2) school days of notification of reduction.
4. Any employee displaced through Section C3 shall have the same rights of displacement as the originally reduced employee.

D. Part Time

These procedures shall not require the Board to reduce an employee if the reduction would create additional part time positions. In the event it is determined to reduce a part time or a full time position in a category, the part time employee will be compared to full time employee in this Article.

E. Recall

1. Any employee reduced for staff reduction reasons shall have recall rights to the category(ies), as defined in Section A, held at the time of reduction for two (2) years from the effective date of his/her reduction and shall be recalled to vacant positions in such category(ies) in inverse order of reduction (inverse means last reduced, first recalled). An employee who rejects a position for which he/she is eligible will be removed from the recall list and lose all recall rights.



2. Any employee re-employed by exercising his/her recall right shall be placed at the step on the salary schedule for which he/she is eligible. No fringe benefits shall accrue during such period. If, during the recall period, the employee taught full time in a duly state accredited school, he/she shall be placed on the salary schedule as if continuously employed in this district, with benefits accruing according to experience.
3. An employee on recall must notify the Superintendent of any change of mailing address and phone number as listed on the most recent school directory on which the reduced employee is listed for as long as the employee is on recall.
4. A reduced employee is automatically on recall until April 1 of the following year. The employee on recall must renew his recall rights by notifying the Superintendent or his designee by certified mail of such intent by April 1 of the following year.
5. Notice of recall shall be sent via certified mail. The reduced employee shall have seven (7) school days after receipt or attempted delivery to respond to the notice of recall. Any reduced employee who fails to respond within seven (7) school days will be removed from the recall list and lose all recall rights.

F. Exclusion

This Article shall not apply to employees hired to replace employees on extended leaves of absence, however, for such employees, seniority shall accrue for each year of continuous service in the district.

### ARTICLE XIII: SENIORITY PROVISIONS

#### A. Co-curricular Assignment

The Board shall hire the most competent, qualified staff for co-curricular assignments. When two or more employees desire the same co-curricular position, and skill, ability, qualifications, and subject matter competence are equal in the sole and exclusive judgment of the Board, seniority will prevail in the making of the assignment.

#### B. Promotions

1. To promote or demote are management rights of the Board. The Board shall have final authority to hire or to discharge in the area of promotional positions. Promotional positions are those which pay a salary differential, and include but are not limited to such positions as Superintendent, Assistant Superintendent, Principals, Vice Principals, Elementary Supervisor, Athletic Director, Department Head (if remunerated either financially or with released time).
2. The Superintendent shall notify the Association of promotional vacancies together with the application procedures.
3. The Board shall hire and/or promote the most competent, qualified staff for promotional positions. When two or more employees desire the same promotional positions, and skill, ability, qualifications, and subject matter competence are equal in the sole and exclusive judgment of the Administration, seniority will prevail in the making of the assignment.

#### C. Return Rights

Any employee who accepts a promotional position and who later returns to former status shall be entitled to retain such rights as may have accrued under this agreement prior to such promotion.

## ARTICLE XIV: PROCEDURE FOR EMPLOYEE EVALUATION

### A. Purpose

The Association and Board agree that evaluation of employee performance is essential to improving the level of instruction in the school system.

### B. Description

The following chart is a summary of the Oskaloosa Teacher Evaluation Procedure (OTEP).

### C. Notification

1. All employees shall be notified by September 15 of the track they will be on that year and will receive orientation to that track before October 1.
2. Copies of the Oskaloosa Teacher Evaluation Process shall be distributed to all employees no later than September 15<sup>th</sup> of their first year of employment in the District, at the employer's expense.

### D. Coaching Evaluation

The Coaching evaluation instrument shall be separate from the teaching evaluation but similar procedures shall be followed:

1. Coaching employees shall be familiarized with the criteria for all who are to be evaluated prior to any observation(s).
2. A pre-observation conference shall take place prior to any formal observation.
3. All first year coaches will be evaluated, experienced coaches will be evaluated every third year (season) unless previous evaluations indicate the need for another evaluation.
4. Coaches retain contractual rights for complaints and criticism, response and right to grieve.

### E. Complaints and Criticisms

1. An employee shall be notified in writing of any complaint, criticism or adverse comment directed toward the employee within two (2) working days of placing the complaint, criticism or adverse comment, or reference to such, in the employee's file. If a complaint results in a Level One investigation for sexual or physical abuse, the employee shall be notified in writing within five calendar days of receipt of the complaint.

2. An employee shall have the right to respond in writing to any complaint, criticism or adverse comment directed toward him/her within 10 working days of the employee receiving knowledge of the complaint, criticism or adverse comment. An employee shall have the right to representation when the employee is questioned during any Level One investigation dealing with physical or sexual abuse.

F. Response

Each employee shall have the right to submit a written explanation or other written statements in response to any evaluation for inclusion in the evaluation file. The written explanation or statement shall be submitted by the employee at the time of the evaluation conference, or within ten (10) working days of the conference. The response shall be attached to any file copy of the employee's evaluation and shall be signed by both parties to indicate awareness of the content.

G. Right to Grieve

Any employee who has been evaluated has the right to grieve said evaluation(s) and placement(s) as unfair, unjust and/or inaccurate through the grievance procedure set forth in Article III -- Grievance Procedure of this contract.

## OVERVIEW OF THE OSKALOOSA TEACHER EVALUATION PROCEDURE

### IOWA TEACHING STANDARDS

- |  |                                  |
|--|----------------------------------|
| 1. Supporting District Achievement Goals | 5. Monitoring Student Learning   |
| 2. Content Knowledge                     | 6. Classroom Management          |
| 3. Planning for Instruction              | 7. Professional Growth           |
| 4. Delivery of Instruction               | 8. Professional Responsibilities |

### TIER I: BEGINNING TEACHER

- Who: New Beginning Teacher  
New Experienced Teacher
- Purpose: To insure that the Iowa Teaching Standards are understood, accepted and demonstrated  
To provide support in the implementation of the Iowa Teaching Standards  
To provide accountability for decisions to continue employment  
To provide documentation on the Iowa Teaching Standards and criteria for licensure recommendation
- Process: Classroom observation and feedback  
Portfolio development  
Required professional development activities through the district induction program and district career development plan  
Regular evaluation reports and feedback through formative and summative evaluations  
Comprehensive evaluation to determine licensure recommendations

### TIER II: CAREER TEACHER (Comprehensive Assessment)

- Who: All career teachers who are demonstrating continued competence on the Iowa Teaching Standards
- Purpose: To enhance professional growth  
To focus on district school improvement goals  
To focus on continuous implementation of the Iowa Teaching Standards
- Process: Continuous review of the implementation of the Iowa Standards and criteria and continued documentation that the career teacher meets the district expectations and the Iowa Teaching Standards through performance review at least once every three years.  
Administration observation of the teacher in the teaching setting  
Teacher provided artifacts to demonstrate competence in non-observable areas of the Iowa Teaching Standards

**TIER II: CAREER TEACHER (Job Target Evaluation)**

- Who: All career teachers who are demonstrating continued competence on the Iowa Teaching Standards
- Purpose: To enhance professional growth  
To focus on district school improvement goals  
To focus on continuous implementation of the Iowa Teaching Standards
- Process: Collaborative development of individual team professional growth plans/ job targets  
Reflection and feedback on growth plan/job target progress and impact through at least an annual conversation and review with the supervisor, keeping in mind data collected through the performance review conducted every three years.

**TIER III: INTENSIVE ASSISTANCE (Consideration for Dismissal)**

- Who: Career Teachers in need of specific professional assistance in identified area(s) of the Iowa Teaching Standards
- Purpose: To provide a career teacher the opportunity to seek assistance in meeting any of the Iowa Teaching Standards  
  
To provide a structured process for supporting and directing needed help in any of the Iowa Teaching Standards
- Process: Phases: 1. Awareness 2. Assistance  
Development and implementation of a professional assistance plan for not longer that twelve months regular evaluation reports and feedback.

## ARTICLE XV: INSURANCE

### A. Health Insurance

1. Each employee will have the options of choosing one of the three Health Insurance Plans sponsored by ISEBA described as follows:

	PLAN 1	PLAN 2	PLAN 3
Coinsurance – Network	10%	10%	10%
Non-network	20%	20%	20%
Deductibles - Single	\$250	\$ 500	\$1,000
Family	\$500	\$1,000	\$2,000
Office Calls - Network	\$ 10	\$ 10	\$ 20
Non-network	20%	20%	20%
Out-of-Pocket- Single	\$1,000	\$1,000	\$2,000
Family	\$2,000	\$2,000	\$4,000
Premium - Single	\$528.75	\$493.62	\$432.78
Family	\$1,321.89	\$1,234.06	\$1,081.94

Other benefits as outlined in the Plan Booklet

2. For employees hired for the 2002-2003 school year and who have continuous uninterrupted service in the District, the school District will provide Plan 2 family health insurance benefits.
  - a. If the employee selects Plan 3 family health insurance coverage, the difference in premium cost will be applied to a bona-fide Tax Sheltered Annuity Program.
  - b. If the employee selects Plan 1 family health insurance coverage, the difference in premium cost will be deducted from the employee's paycheck on a monthly basis.
  - c. If the employee selects single health insurance coverage, the difference between \$692.61 and the cost of the single health insurance coverage will be applied to a bona-fide Tax Sheltered Annuity Program. If the single health insurance coverage exceeds \$692.61, then the employee will not receive a Tax Sheltered Annuity.
  - d. A married employee, whose family is provided coverage under a spouse's medical plan, shall have the option of having the sum of \$692.61 per month applied by the Board to a bona-fide Tax Sheltered Annuity Program.
  - e. An employee aged 65 or older shall have the option to choose coverage identical to that offered to other employees or a Medicare Supplement. The employee's spouse shall be offered coverage on the same basis. The difference in premium costs for the employee up to a maximum of \$692.61 per month shall be applied by the Board to a bona-fide Tax Sheltered Annuity Program.
  - f. An employee that is reduced in force and is later recalled under the Articles of this agreement shall continue to be eligible for the Tax Sheltered Annuity Program.

3. For employees hired for the 2003-2004 school year and after, the District will either provide Plan 2 family health insurance coverage or Plan 2 single health insurance coverage. No Tax Sheltered Annuity Program shall be provided for these employees in lieu of health insurance premiums.

If the insurance committee suggests and the OEA approved the changes to the health insurance coverages, any savings will be applied to the base.

B. Life

1. Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of fifty thousand (\$50,000) dollars, double for accidental death. For new employees returning from interrupted service the effective date shall be September 1. On the day previous to the employee's seventieth birthday, the coverage shall be reduced to fifteen thousand (\$15,000) dollars.
2. Each employee shall have the option to purchase additional life insurance in ten thousand (\$10,000) increments providing a sufficient number of employees choose to take advantage of this option for the insurance company to offer it. Such insurance shall be paid for by the employee. The employee may use payroll deduction to pay for additional life insurance.

C. Disability

The Board shall provide a long term disability program for employees. The Board shall pay the full cost of the program. For new employees or employees returning from interrupted service the effective date shall be September 1. The period of coverage is limited to the day previous to the employee's seventieth birthday.

D. Selection of Carriers

All insurance program carriers and coverage shall be selected by the Board after considering recommendation from the Association. The Board shall inform the Association's negotiating team at the time of negotiations of the Board's intention to change coverage.

E. Part-time Employees

The extent that the Board will participate in the health and life insurance programs of part-time employees will equal the fractional part that the part-time employee is to a full time employee. Disability insurance is limited to employees whose job assignment is thirty or more hours per week.

F. Durations of Benefits

Upon termination of employment, the Board shall inform each employee of his/her rights to continue insurance coverage in accordance with the consolidation Omnibus Reconciliation Act (COBRA).



G. Section 125

Employees shall have the option of setting aside a portion of their salary as before - tax dollars for any purpose or purposes allowable under the rules and regulations of Section 125 of Internal Revenue Code.

The association agrees to hold the Board harmless against any and all claims arising out of implementation of Section 125.

H. Maintenance of Standards

The insurance plan or program in effect at the beginning of the 1992-93 school year shall remain unchanged. If any change in carrier is contemplated by the Board, the Association shall be provided a copy of the proposed plan or policy in its entirety not less than 60 days before any proposed change. If any differences in the plan or policy dealing with coverage and/or benefits are found, then no change shall be made without the written consent of the Association. Any disputes over the existence of differences shall be resolved through the Grievance Process beginning at Level 4 within 15 school days after the receipt by the Association of the proposed policy. The Board shall not adopt a self insurance plan without the Association's written consent unless the self insurance plan has the same coverage, benefits, administration and confidentiality as the insurance plan in effect at the beginning of the 1992-93 school year.

## ARTICLE XVI: SALARIES AND SALARY SCHEDULES

- A. The salary of each employee shall be determined on the salary schedule attached. Increment increases shall be applied in the appropriate scale. For the 2006-2007 school year, schedules shall be determined by the following agreement, "increase employee base from \$26,300 to \$27,500 incorporating Phase I and Phase II monies into the salary schedule." Should Phase I and II monies be reduced below or increased over the 2005-2006 Phase I and II monies, the schedule shall be adjusted proportionately.
- B. Placement on Salary Schedule  
Each employee shall be placed on his proper step. The proper step is defined as the step on the schedule at the time of contract agreement. The proper step for new employees is the step designated in the original individual contract.
- C. Credit for Experience  
Credit up to the eleventh (11) step of any salary level on the employee salary schedule shall be given for previous experience in a duly accredited school upon initial employment. If there has been a lapse in the experience period, half credit shall be given for experience from 10 to 20 years prior to the date of hiring, and no credit be allowed beyond 20 years.
- D. Returning to District  
An employee with previous teaching experience in the district shall upon return be granted experience as described in Section C.
- E. Increments  
1. Employees shall advance one step for each year of service beyond the proper step unless the step is withheld by the Board. The withheld step shall apply to all employees collectively only and budgetary reason only. A year of service consists of employment in the district for ninety (90) consecutive teaching days or more in one school year. A partial year shall be granted only once.
- F. Educational Lanes  
1. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he shall file suitable evidence of additional educational credit with the Superintendent no later than the twenty-second (22<sup>nd</sup>) calendar day of the current teaching month to be eligible for remuneration for the succeeding contract months in the higher lane.  
2. Employees who move from one educational lane to a higher lane shall move only one step vertically from one school year to the next school year.

- G. When an employee in the BA+30, MA, MA+15, MA+30, RN or BSN lane of the salary schedule, has been on the maximum step in that lane for one or more years, the employee shall receive an additional 6% of the BA base salary.

An employee who has received longevity payments for one contract year shall receive an additional 7% of the BA base salary for the following contract year. An employee who has received longevity payments for two or more contract years shall receive an additional 8% of the BA base salary for the following contract year.

H. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the first day of each month. Employees shall receive their checks at their regular buildings and on regular school days unless otherwise designated by the employee.

2. Exceptions

- a. When a pay date falls on a Saturday or a Sunday, employees shall receive their pay checks after 3:00 P.M. on the last preceding day that the Central Office is open.
- b. When a pay date falls on a holiday or vacation, employees shall be paid no later than the second (2<sup>nd</sup>) of the month.
- c. Employees who are new in the teaching profession may, at their option elect to receive up to 50% of the first salary installment on September 15. On the next paying date, they will receive the other 50% of their first salary installment.

3. Final Pay

- a. Each employee may request the option of receiving all or any part of his /her earned, contracted salary on the last pay period of the in-school work year.
- b. If on or before September 15, an employee notifies the District of the employee's intent to retire, the employee shall have the option of receiving their contracted salary in ten or eleven monthly installments.

4. Summer Checks

Summer checks, other than for summer school employees, may be mailed to the address designated by the employee or deposited to the employee's designated local bank account, or personally claimed by the employee.

I. Extra Assignment and Extended Contract Rate

1. The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year or the normal employee hours, will be additionally compensated as follows.
2. The extended work year should be at a per diem rate, and extended load or hours should be prorated portion of the per diem rate. For example - if the work year is 186 days, then someone contracted for 200 days would receive the annual salary divided by 186 days x 14.

J. Supplemental Pay

Any assignments in addition to the normal schedule identified on the supplemental pay classification, attached hereto, are part of the contract and procedures to terminate any part of the contract shall follow Iowa Code Chapter 279. The supplemental pay schedule is also attached. Resignation and termination notices shall be retained in the personnel file permanently.

K. Extra Duty Compensation

Involvement of employees in ticket selling, ticket taking and for supervision at school sponsored activities outside the regular school day will be on a voluntary basis. An employee may volunteer for such duty with remuneration to be established and paid by the activity involved.

L. Activity Passes

Each employee shall receive an individual activity pass. If an employee works four activity events (e.g. ticket admission), the employee will receive an activity pass for the employee's spouse and children.



OSKALOOSA COMMUNITY SCHOOLS  
Oskaloosa, Iowa

Salary Schedule Index 2003-2004

Inc.	.035	.0382	.0412	.0444	.0474	.05 06
Step	BA Degree	BA+15 Degree	BA+30 Degree	MA Degree	MA+15 Degree	MA+ 30 Degree
1	1.0	1.0298	1.0648	1.1005	1.1362	1.1718
2	1.035	1.068	1.106	1.1449	1.1836	1.2224
3	1.070	1.1062	1.1472	1.1893	1.231	1.273
4	1.105	1.1444	1.1884	1.2337	1.2784	1.3236
	1.14	1.1826	1.2296	1.2781	1.3258	1.3742
6	1.175	1.2208	1.2708	1.3225	1.3732	1.4248
7	1.21	1.2590	1.312	1.3669	1.4206	1.4754
8	1.245	1.2972	1.3532	1.4113	1.468	1.526
9	1.28	1.3354	1.3944	1.4557	1.5154	1.5766
10		1.3736	1.4356	1.5001	1.5628	1.6272
11		1.4118	1.4768	1.5445	1.6102	1.6778
12		1.45	1.518	1.5889	1.6576	1.7284
13		1.4882	1.5592	1.6333	1.705	1.779
14			1.6004	1.6777	1.7524	1.8296
15			1.6416	1.7221	1.7998	1.8802
			1.6828	1.7665	1.8472	1.9308
17				1.8109	1.8946	1.9814

## NURSES

### SALARY SCHEDULE INDEX

	<u>RN</u>	<u>RN with CSN</u>	<u>BS BA BSN</u>	<u>BS/BA/BSN with CSN</u>
1	.98 of BA Step 1	.98 of BA Step 1		
2	.98 of BA Step 1	1	1.036	1.068
3	1	1.036	1.07	1.1062
4	1.035	1.07	1.105	1.1444
5	1.07	1.106	1.14	1.1826
6	1.105	1.14	1.175	1.2208
7	1.14	1.175	1.21	1.259
8	1.175	1.21	1.245	1.2972
9	1.21	1.245	1.28	1.3354
10	1.245	1.28	1.315	1.3736
11	1.28	1.315	1.35	1.4118
12	1.315	1.35	1.385	1.45
13	1.35	1.385	1.42	1.4882
14	1.385	1.42	1.455	1.5264
15	1.42	1.455	1.49	1.5646
16	1.455	1.49	1.525	1.6028
17	1.49	1.525	1.56	1.641

Placement on the salary schedule will be based upon years of experience as a school nurse and will be interpreted as an index of BA step 1 of the salary schedule for teachers. In addition, nurses hired for the 2005/2006 school year and later will receive one year of experience toward placement on the salary schedule for every two years of nursing experience outside of a school District.

The Director of Health Services will be paid an additional stipend of \$1,000 per year. In addition the annual contract of the Director of Health Services will include two additional days.

[illegible]



OSKALOOSA EDUCATION ASSOCIATION					
SUPPLEMENTARY SALARY SCHEDULE					
2006/2007					
LANE	1	2	3	4	5
% BASE	14.50%	11.00%	9.00%	8.00%	5.50%
INCRE.	\$80.00	\$71.00	\$62.00	\$53.00	\$44.00
STEP					
1	\$3,988	\$3,025	\$2,475	\$2,200	\$1,513
2	\$4,068	\$3,096	\$2,537	\$2,253	\$1,557
3	\$4,148	\$3,167	\$2,599	\$2,306	\$1,601
4	\$4,228	\$3,238	\$2,661	\$2,359	\$1,645
5	\$4,308	\$3,309	\$2,723	\$2,412	\$1,689
6	\$4,388	\$3,380	\$2,785	\$2,465	\$1,733
7	\$4,468	\$3,451	\$2,847	\$2,518	\$1,777
8	\$4,548	\$3,522	\$2,909	\$2,571	\$1,821
9	\$4,628	\$3,593	\$2,971	\$2,624	\$1,865
Director of Nursing	\$1,000				

## ARTICLE XVII: INSERVICE

The Systemwide Action Team shall recommend to the Board the District's Inservice Program.

## ARTICLE XVIII: PHASE III IMPLEMENTATION

### A. Method of Payment

1. An employee participating in a Phase III program which is to be completed in less than a calendar month, shall be paid in full on the first day of the month following the month the employee completed the program providing that the employee has satisfied all requirements of the program, including the submission of an approved final report by the 20<sup>th</sup> of the month in completion.
2. An employee participating in a Phase III program which is to be completed over a period of time longer than one calendar month shall be paid in monthly installments commensurate with the employees input time providing that the employee has satisfied all interim requirements of the program including submission of approved reports of progress by the 20<sup>th</sup> of each month.
3. In any event, no payment to employees participating in a Phase III program shall be made until and unless the District has received Phase III funds from the State of Iowa.

### B. Rate of Payment

1. Curriculum
  - a. Curriculum Meetings: An employee participating in the curriculum component shall be paid for meeting time regarding curriculum at a rate of \$15.00 per hour up to the maximum number of hours set for committee activity.
  - b. Curriculum Writing: An employee participating in the curriculum writing component shall be paid at \$23.00 per hour up to the maximum number of hours allotted for curriculum writing.
2. Individual Staff Development

An employee participating in an Individual Staff Development Program shall be paid for non-contract hours of seat time (at \$15.00 per hour), tuition, workshop or conference registration, and lodging up to \$150.00. If on June 20, an excess pool of funds exists in this component, then employees participating in this component shall be eligible for further reimbursement, but no employee shall receive more than \$300 total for this component.

3. Building School Improvement Activities

Staff Development that occurs with Phase III units shall be paid at a rate of \$15.00 per hour. Teaching activities shall be paid at a per diem rate according to the basic salary schedule. Committee work within Phase III units shall be at a rate of \$15.00 per hour. Curriculum writing within the Phase III units shall be paid at \$23.00 per hour. Each Phase III unit shall set the number of hours that will be paid for each activity.

4. Transformation Teams

- a. Building Action Transformation Teams: An employee who is a member of a Building Action Transformation Team shall be paid \$400 annually. The secretary and the chair (if eligible to receive payment) of the Building Action Transformation Team shall receive an additional \$100 annually.
- b. Systemwide Action Transformation Team: An employee who is a member of the Systemwide Action Transformation Team shall be paid \$600 annually. The secretary and the co-chair (if eligible to receive payment) of the Systemwide Action Transformation Team shall receive an additional \$100 annually.

5. Phase III Committee

An employee who is a member of the Phase III Committee shall be paid at a rate of \$15.00 per hour for meeting time outside of the contract day up to the number of hours allotted for committee meetings. The secretary and chair of the Phase III Committee (if eligible to receive payment) shall each be paid an additional \$100 annually.

6. New Teacher Mentoring Program

- a. Activities at the beginning of the school year: An employee who facilitates orientation activities for a new teacher shall be paid for 4 hours at the rate of \$15.00 per hour. An employee who participates in orientation activities shall be paid for 7.5 hours at the rate of \$15.00 per hour.
- b. Mentoring Training: An employee who acts as a mentor shall receive 10 hours of training and shall be reimbursed at the rate of \$15.00 per hour.
- c. Activities during the school year: A mentor shall be paid an annual stipend of \$225.00. A minimum of 15 hours of mentoring shall be required to qualify for the stipend.

## ARTICLE XIX: COMPLIANCE CLAUSES AND DURATION

### A. Finality and Effect of Agreement

Section 1. This agreement supersedes and cancels all previous agreements between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically, referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### B. Reopener

If during the life of this contract, the Board and the Association mutually agree, negotiations will be reopened with the intent of amending only that part of the contract.

### C. Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

### D. Printing Agreement

Copies of this agreement shall be printed at the Board's expense after agreement with the Association on format within thirty (30) days after agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

### E. Notifications

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at Box 710, Oskaloosa, Iowa.
2. If by Board, to Association President.

F. Duration Period

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.

G. Signature Clause

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature placed thereon, all on the 20<sup>th</sup> day of April, 2006.

ASSOCIATION

BOARD OF EDUCATION

BY Cheryl A. Benson  
President

BY David A. Meinent  
President

BY [Signature]  
Chief Negotiator

BY Ralph DeWitt  
Chief Negotiator

**SCHEDULE 1**  
**GRIEVANCE REPORT**

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

\_\_\_\_\_ School District

\_\_\_\_\_ Building

\_\_\_\_\_  
Name of Aggrieved Party

Distribution of Forms

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of contract, order, rule or regulation violated \_\_\_\_\_  
\_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Association Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aggrieved Party Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Immediate Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Representative

**LEVEL III**

A. \_\_\_\_\_  
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

**LEVEL IV**

A. \_\_\_\_\_  
Signature of Aggrieved Person Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Decision

## SCHEDULE 2

### Dues Deduction Authorization Form

For Employer Use Only  
Do Not Fill Out

Authorization for Payroll  
Deduction for Education Association Dues

\_\_\_\_\_  
Employee No.

\_\_\_\_\_  
First Name      Initial      Last Name

\_\_\_\_\_  
Date Started      Amount

I hereby request and authorize the Board  
of Education of:

Changes

\_\_\_\_\_  
Oskaloosa Community School District

\_\_\_\_\_  
Date      Amount

as my remitting agent, to deduct from my  
earnings each month until this authorization  
is changed or revoked as provided herein,  
a sufficient amount to provide for the  
monthly payment of the prevailing rate of  
dues which amount is to be remitted each  
month for me and on my behalf to the  
treasurer of:

\_\_\_\_\_  
Date      Amount

\_\_\_\_\_  
Oskaloosa Education Association  
Name of Local Association (Affiliate of the  
UniServ Unit, ISEA, NEA)

\_\_\_\_\_  
Date      Amount

\_\_\_\_\_  
Date      Amount

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through September from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Social Security No. \_\_\_\_\_



## **MEMORANDUM OF UNDERSTANDING**

### **ASSOCIATION RIGHTS**

Association rights is non-mandatory and shall not be part of the agreement. However, rules and regulations shall be provided and reviewed annually prior to negotiations.

- A. The Association will have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the Board resulting from such meetings will be borne by the Association. As appropriate, given school Board policy, such meetings will be scheduled with the Superintendent or local school.
- B. The Association will have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the business of the Association.
- C. The Association will be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff.
- D. The Association may use school equipment such as typewriters, duplicating equipment, A.V. equipment when not otherwise in use. The Association shall pay for the reasonable cost of supplies incidental to such use.
- E. Representatives of the Association shall be permitted to transact Association business on school property before and after school and during breaks and lunch periods.
- F. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research.
- G. Representatives of the Association shall be granted release time to attend out-of-town Association meetings without loss of pay. The Association shall provide for the cost of a substitute.
- H. No unilateral change during the term of this agreement will be made.

When either the Superintendent or the President of the OEA brings to the other an issue that is of concern, the Superintendent may, in his or her discretion, form a joint committee to address the issue. The composition of the committee including the number of members shall then be determined by the parties with each party appointing their own members.

## **LETTER OF UNDERSTANDING BETWEEN THE OEA AND THE BOARD**

1. Employees who are performing committee work paid by Phase III funds shall receive one paid excused absence per year per committee.
2. Excused absences shall be granted by the Chair of the Committee.
3. Excused absences shall include: Illness, Family Illness, Death in the Immediate Family, Funeral, Professional, Jury Duty/Court Subpoena, Association, Good Cause, or School Business Leave. In addition, if a previously scheduled meeting is rescheduled with less than 30 days notice, the employee shall be granted an excused absence if he/she has a conflict with another commitment.

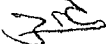
## LETTER OF UNDERSTANDING BETWEEN THE OEA AND THE DISTRICT

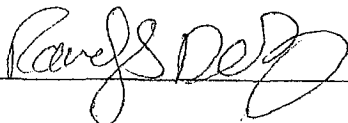
By this letter it is agreed that the following individuals shall receive additional steps on the Salary Schedule as noted provided that they maintain uninterrupted service with the District during the life of this understanding.

Sonia Baumgardner shall advance to RN/BSN Step 4 for the 2006-2007 school year; and to step 6 for the 2007-2008 school year; and to step 8 for the 2008-2009 school year; and to step 10 for the 2009-2010 school year.

Linda James shall advance to RN step 10 for the 2006-2007 school year.

The purpose of this letter of understanding is to grant hospital RN nursing experience as provided for in the Master Contract to these individuals.

Signed:  of April, 2006



For the District



For the OEA